



NCT Richardson  
PO BOX 672041  
DALLAS TX 75267



ALEJANDRO GUTIERREZ JOANNA GUTIERREZ  
706 CHRISTINE ST  
HOUSTON TX 770174966

September 06, 2017

INSURED: ALEJANDRO GUTIERREZ  
DATE OF LOSS: August 26, 2017  
CLAIM NUMBER: 0472350321 PTC

PHONE NUMBER: 800-252-8294  
FAX NUMBER: 866-222-0411  
OFFICE HOURS:

## Re: Your Claim Status

Dear ALEJANDRO GUTIERREZ JOANNA GUTIERREZ,

As part of your claim that resulted from windstorm, you have requested Allstate Texas Lloyds to provide coverage for your damage. Our inspection revealed the roof of dwelling has no damage as reported in the first notice of loss therefore the interior ceilings are not a covered loss under your policy. Your claim is under deductible \$2,571.00. Unfortunately, Allstate Texas Lloyds cannot provide coverage for these damages because of the following provision in your Allstate Texas Lloyds policy:

TEXAS HOMEOWNERS POLICY - FORM A (1/1/02) AU2130-02

SECTION I—PERILS INSURED AGAINST

COVERAGE A (DWELLING) AND

COVERAGE B (PERSONAL PROPERTY)

We insure against physical loss to the property described in Coverage A (Dwelling) and Coverage B (Personal Property) caused by a peril listed below, unless the loss is excluded in Section I Exclusions.

3. Windstorm, Hurricane and Hail.

This peril does not cover:

b. loss caused by rain, snow, sand or dust, whether or not driven by wind, unless the direct force of wind or hail makes an opening in the roof or wall and the rain, snow, sand or dust enters through this opening and causes the damage.

## EXTENSIONS OF COVERAGE.

2. LOSS OF USE. If a loss caused by a Peril Insured Against under Section I makes the residence premises wholly or partially untenantable, we cover:

a. additional living expense, meaning any necessary and reasonable increase in living expense you incur so that your household can maintain its normal

standard of living.

b. fair rental value, meaning the fair rental value of that part of the residence premises usually rented to others by you, less any expenses that do not continue.

The total limit of liability for all loss of use is 10% of the Coverage A (Dwelling) limit of liability. This is additional insurance and does not reduce the Coverage A (Dwelling) limit of liability. The deductible clause does not apply to loss of use coverage.

Payment will be for the reasonable time required to repair or replace the damaged property. If you permanently relocate, payment will be for the reasonable time required for your household to become settled.

The periods of time for loss of use are not limited by expiration of this policy

#### SECTION I—DEDUCTIBLES

**DEDUCTIBLE CLAUSE 1—WINDSTORM, HURRICANE AND HAIL.**—The amount shown on the Declarations Page for Deductible Clause 1 will be deducted from the combined amount of each loss under Coverage A (Dwelling) and Coverage B (Personal Property) that results from windstorm, hurricane or hail.

**DEDUCTIBLE CLAUSE 2—ALL OTHER PERILS.**—The amount shown on the Declarations Page for Deductible Clause 2 will be deducted from the combined amount of each loss under Coverage A (Dwelling) and Coverage B (Personal Property), unless the loss results from windstorm, hurricane or hail.

If a single event causes loss by windstorm, hurricane or hail and loss by lightning, only the larger deductible will apply

This letter only applies to the ceiling. I will continue to work with you to evaluate your other damages.

#### We're Here to Help You

I hope that you understand the basis for this decision. Please call me at the number below and refer to our claim number should you wish to discuss any aspect of this case, including this letter.

Sincerely,

*Theresa Cyr*

THERESA Cyr  
800-252-8294  
Allstate Texas Lloyds